

EXHIBIT A

November 3, 2014

Broadcast Music, Inc.  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007

Attention: Mr. Michael Steinberg

Re: BMI – Local Television Station 2005-2017 Blanket and Per Program Licenses

Dear Mr. Steinberg:

This letter sets forth certain additional terms to the BMI-Local Television Station Blanket, Per Program, and Adjustable-Fee Blanket License Agreements reached on January 29, 2013, between Broadcast Music, Inc. (“**BMI**”) and the Television Music License Committee (the “**TMLC**” or “**COMMITTEE**”) covering the periods January 1, 2005 through December 31, 2017 (herein the “**Blanket License**,” “**Per Program License**,” and “**Adjustable-Fee Blanket License**” and collectively referred to as the “**Licenses**”). This letter agreement is expressly incorporated in Paragraph 4 of the Blanket, Per Program, and Adjustable-Fee Licenses, respectively, and is binding upon the parties hereto and upon the signatories to the Licenses and their successors and assigns.

The parties agree as follows:

1. The term of the Blanket and Per Program Licenses shall be January 1, 2005 through December 31, 2017 (“**License Term**”). The Adjustable-Fee Blanket License is available as of July 1, 2014.
2. The fees and terms of the Local Television Stations’ interim BMI Blanket Licenses in effect for 2005 through 2012 shall become final.
3. The fee and terms of the Local Television Stations’ interim per program license agreements in effect for 2005 through 2012 shall become final, subject to adjustment of any fees owed pursuant to Paragraphs 5, 7, and 8 of the BMI interim per program license and any resolution of any collection/audit issues.
4. BMI will provide a discount in the aggregate amount of \$3.5 million to stations licensed under the per program license. The discount has and will continue to be allocated based on a methodology developed by the TMLC. The discount began in March 2013 and will continue for twenty-three (23) additional months.
5. For calendar years 2013, 2014, 2015, 2016 and 2017, annual industry-wide Blanket License fees for all local commercial television stations licensed under the Licenses by BMI shall be \$78,650,000. Beginning in March 2013, stations were billed based on the new

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Blanket License fee and a credit was issued for any difference between the interim fee amounts billed for January and February 2013 and the new final fees for those months.

6. Each local television station's Blanket License fees shall be determined in accordance with the provisions of the license fee allocation formula determined by the COMMITTEE and attached as **Schedule I** hereto.

7. All local television stations will pay their allocated share of a one-time Adjustable-Fee Blanket License ("AFBL") start-up fee of \$425,000, reflecting BMI's start-up costs related to the development of the systems and mechanisms required to administer the AFBL. This fee will be allocated by the TMLC across all Blanket License, Per Program License and AFBL stations in the same manner as industry-wide blanket fees are allocated, and will be paid over the 2015-2016 period.

8. BMI represents and warrants that: (i) BMI has the right, power and authority to grant the rights incorporated in this agreement; (ii) as of the date of this agreement, no BMI affiliate has withdrawn from BMI the right to license the right of public performance over the Internet, wireless, or other digital platforms included in the Licenses; and (iii) if during the License Term any BMI affiliate withdraws from BMI the right to license the right of public performance to its works included in the Licenses, such withdrawal of licensing rights from BMI will not impact BMI's right, power or authority to grant a through-to-the-audience license to perform any or all of the copyrighted musical works in the BMI Repertoire of that BMI affiliate to the stations pursuant to this Agreement for the duration of the License Term.

9. If, during the remaining term of this Agreement, BMI licenses any entity agreed or determined to be a broadcast television "network" previously unlicensed by BMI, (such as FOX, or The CW), whose network programs are carried by local television stations licensed by BMI pursuant to the Licenses, the industry-wide amounts set forth in Paragraph 5 above pertaining to the periods of such third party license agreements shall be adjusted downward in an appropriate amount. BMI shall have the ultimate responsibility for re-allocating industry-wide blanket license fees to reflect any such reduction, following consultation with the COMMITTEE. BMI and the COMMITTEE will confer and attempt to reach agreement concerning the appropriate amount of any such fee adjustments and such agreement shall be binding on all licensees. If BMI and the COMMITTEE shall fail to agree on such fee adjustments, either party may refer the matter to the federal judge with supervisory authority over the BMI Consent Decree for determination.

10. BMI shall provide to the COMMITTEE or its designated representative, by no later than October 1st of each calendar year during the license Term, a list of all Stations with which BMI has entered into a License. The COMMITTEE shall, by no later than November 15th of each calendar year, provide to BMI each Station's allocated blanket or per program license fees.

11. BMI shall provide to the COMMITTEE or its designated representative for verification, by no later than forty-five (45) days before its scheduled dissemination to licensees, a copy of each list of Syndicated Television Programs prepared pursuant to Paragraph 5(c) of the

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Per Program License. The COMMITTEE shall notify BMI of any suggested revisions or corrections to this list no later than three weeks from the date it was received.

12. From July 1, 2014 through December 31, 2017, Stations will be able to elect a BMI Blanket License, BMI Per Program License or BMI Adjustable Fee Blanket License. A Station may switch between one License and another License in accordance with the terms of the applicable License. In no event may a Station change Licenses more than twice in any calendar year.

13. If, for any part of the remaining term hereof, a station previously licensed by BMI under a separate agreement changes its format and elects to be licensed pursuant to a License, such station's blanket and per program license fee allocations shall be determined pursuant to the methodology set forth in Schedule I as though it were an Existing Television Station, except that: (a) such station's allocated blanket or per program license fee shall be in addition to the industry-wide blanket or per program license fees set forth in Paragraph 1 above; and (b) blanket or per program license fees allocated to other stations in the same market shall be determined as if such station were not licensed pursuant to a License, and thus shall remain unchanged.

14. The COMMITTEE shall treat as confidential any financial or other proprietary information or documents provided to it by BMI pursuant to the Licenses ("**Confidential Information**") where such Confidential Information was provided to BMI by a station or station group. The COMMITTEE shall limit access to Confidential Information to the COMMITTEE's staff, representatives and counsel, and shall not disclose Confidential Information to any third party or to any COMMITTEE member, other than a COMMITTEE member who is employed by the station group which provided Confidential Information to BMI.

15. BMI and the COMMITTEE are entering into this Agreement without prejudice to any arguments or positions they may assert in any future rate proceeding concerning what constitutes reasonable blanket and per program license fees and terms for the local television industry or, in BMI's case, as to any licensee.

Please indicate your agreement to the above by signing on the line provided below.

Very truly yours,

/s/ Chuck Sennet  
Chair  
Television Music License Committee

AGREED TO:

/s/ Michael Steinberg  
Senior Vice President/Licensing  
Broadcast Music, Inc.  
Dated: November 3, 2014